

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 07		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 57		3. EFFECTIVE DATE 11/28/2006		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22E/MCE		7. ADMINISTERED BY (If other than Item 6) Procurement Office/PS22E George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 Lizette.M.Kummer@NASA.gov/256-544-3457		CODE PS22E/MCE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) COLSA Corporation 6726 Odyssey Drive Huntsville, AL 35802 Attn: Pat Hodges				(v)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. NNM04AA07C			
				X			
				10B. DATED (SEE ITEM 13) December 4, 2003			
Code 4U825		FACILITY CODE 128960					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:							
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes, Cost Reimbursement (Aug 1987) Alt I (Apr 1984), FAR 43.103(a)							
D. OTHER (Specify type of modification and authority) UNILATERAL							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
	Negotiated Est. Cost	Maximum Award Fee	Unearned Award Fee	Maximum Incentive Fee	Unearned Incentive Fee	Contract Value	Total Sum Allotted
Previous	\$ 67,310,235	\$ 2,659,447	(\$ 75,180)	\$ 1,432,012	(\$ 69,120)	\$ 71,257,394	\$ 67,939,406
This Mod	(1,091)	(57)	-0-	(30)	-0-	(1,178)	-0-
New Total	\$ 67,309,144	\$ 2,659,390	(\$ 75,180)	\$ 1,431,982	(\$ 69,120)	\$ 71,256,216	\$ 67,939,406
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Michael R. Sosebee Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				BY <u>15/</u>		<u>11/28/06</u>	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

1. This purpose of this modification is to delete EPIC Phase 2 work from the performance work statement and replace it with PRCU work. Thereby implementing Control Board Directive HM3127-Final which withdraws HOSC ECR 04-030 for the Enhanced HOSC System (EHS) Payload Data System Service (PDSS) Integrated Change-out (EPIC) Phase II and replaces it with MSFC Control Board Directive HM-3233 to provide Payload Operations Integration Center (POIC) Enhanced HOSC System (EHS) and Payload Data Systems (PDSS) telemetry and command interfaces to the Payload Rack Checkout Units (PRCU) located at MSFC, GRC, KSC, JSC, and MSFC Boeing (Bldg. 4755).

2. A breakout of the negotiated cost and fee adjustments for performance of the additional effort under PRCU is shown below. Changes to existing values are depicted in *italics*:

	<u>Basic CY06</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total</u>
Estimated Cost	\$ <i>(1091)</i>	\$ <i>(1591)</i>	\$ <i>(1521)</i>	\$ <i>(4203)</i>
Fee	<u><i>(87)</i></u>	<u><i>(125)</i></u>	<u><i>(120)</i></u>	<u><i>(332)</i></u>
Total	\$ <i>(1178)</i>	\$ <i>(1716)</i>	\$ <i>(1641)</i>	\$ <i>(4535)</i>

<u>Basic Period</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 67,310,235	\$ 2,659,447	\$ 1,432,012	\$ 71,257,394
This Mod	<u><i>(1091)</i></u>	<u><i>(57)</i></u>	<u><i>(30)</i></u>	<u><i>(1178)</i></u>
New Amt	\$ 67,309,144	\$ 2,659,390	\$ 1,431,982	\$ 71,256,216

<u>Option 1</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 21,210,625	\$ 831,080	\$ 447,505	\$ 22,489,210
This Mod	<u><i>(1591)</i></u>	<u><i>(81)</i></u>	<u><i>(44)</i></u>	<u><i>(1716)</i></u>
New Amt	\$ 21,209,034	\$ 830,999	\$ 447,461	\$ 22,487,494

<u>Option 2</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Maximum Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Previous	\$ 20,861,538	\$ 835,827	\$ 450,061	\$ 22,147,426
This Mod	<u><i>(1521)</i></u>	<u><i>(78)</i></u>	<u><i>(42)</i></u>	<u><i>(1641)</i></u>
New Amt	\$ 20,860,017	\$ 835,749	\$ 450,019	\$ 22,145,785

3. Therefore in order to implement the foregoing the contract is changed as follows:

(1) Clause B.2– ESTIMATED COST, AWARD FEE AND PERFORMANCE INCENTIVE FEE

Paragraph (a) The estimated cost of this contract is decreased by (\$1,091) from \$ 67,310,235 to \$ 67,309,144. The maximum award fee is decreased by (\$57) from \$ 2,659,447 to \$ 2,659,390. The unearned award fee is \$ 75,180 and remains unchanged. The maximum performance incentive fee is decreased by (\$30) from \$ 1,432,012 to \$ 1,431,982. The unearned performance incentive fee is \$ 69,120 and remains unchanged. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is decreased by (\$1,178) from \$ 71,257,394 to \$ 71,256,216.

Paragraph (b): the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee is hereby changed as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$67,309,144	\$2,659,390	(\$ 75,180)	\$1,431,982	(\$ 69,120)	\$71,256,216

Paragraph (c) the break out of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee and the total minus unearned fee for Option 1 and Option 2 are hereby changed as follows:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 1/1/07 – 12/31/07	\$21,209,034	\$830,999	TBD	\$447,461	TBD	\$22,487,494
Option 2 (1/1/08- 12/31/08)	\$20,860,017	\$835,749	TBD	\$450,019	TBD	\$22,145,785

Paragraph (d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby changed as follows:

Evaluation Period	Maximum Award Fee			Maximum Incentive			
	Previous	Mod 57	New Amt	Previous	Mod 57	New Amt.	
01/01/04-06/30/04	1	\$485,012	-0-	\$485,012	\$208,928	-0-	\$208,928
07/01/04-12/01/04	2	\$480,581	-0-	\$480,581	\$269,221	-0-	\$269,221
01/01/05-06/30/05	3	\$429,446	-0-	\$429,446	\$241,686	-0-	\$241,686
07/01/05-12/31/05	4	\$419,599	-0-	\$419,599	\$236,384	-0-	\$236,384
01/01/06-06/30/06	5	\$423,426	-0-	\$423,426	\$238,447	-0-	\$238,447
07/01/06-12/31/06	6	\$421,383	(57)	\$421,326	\$237,346	(30)	\$237,316
01/01/07-06/30/07	7	\$415,540	(81)	\$415,459	\$223,753	(44)	\$223,709
07/01/07-12/31/07	8	\$415,540	-0-	\$415,540	\$223,752	-0-	\$223,752
1/01/08-06/30/08	9	\$417,914	(78)	\$417,836	\$225,031	(42)	\$224,989
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>-0-</u>	<u>\$417,913</u>	<u>\$225,030</u>	<u>-0-</u>	<u>\$225,030</u>
		\$4,326,354	(\$216)	\$4,326,138	\$2,329,462	(\$116)	\$2,329,346

4. Delete EPIC –Phase 2 Sustaining... from the following WBS: 3.2.2.3 KSC Support, and 4.7.4.1. Specific Mission Support. Add in their place, WBS 4.7.6 Payload Rack Checkout Units (PRCU) support as follows:

3.2.2.3 KSC Support

DELETE:

“Phase 2 Sustaining Engineering for EPIC

The contractor shall be responsible for all updates (software, firmware, configurations) to the FDPs located at the KSC PTCS.

The contractor shall provide Payload Data Services System (PDSS) and Enhanced HOSC System (EHS) application software products installed on the local HOSC systems in support of the PTCS.”

4.7.4.1 Specific Mission Support

DELETE

“Phase 2 Sustaining EPIC Support

The contractor shall provide the KSC PTCS with the suite of all HOSC basic services to support PTCS Payload Integration testing. The contractor shall maintain these services in accordance with an agreed to Memorandum of Understanding between KSC and MSFC. Date and Reference numbers TBD. The contractor shall provide complete support for each PTCS

Payload Integration support activity in accordance with a flight/mission specific HOSC Mission Configuration Supplement (HMCS).

Per PWS paragraph 4.4, HOSC Mission Services, the contractor shall provide voice, video, and data processing services in support of KSC PTCS payload integration testing on as-scheduled basis.

The contractor shall provide technical support to address critical problems encountered during test execution. The contractor shall provide support on an as-scheduled basis for pre-support checkout and certification.

The contractor shall provide support to configure and maintain remotely the Functional Distributed Processor (FDP) and network interfaces between the MSFC HOSC and KSC PTCS.

The contractor shall update, configure, and maintain the software and associated configurations on the EHS/PDSS systems located in the MSFC HOSC in support of the KSC PTCS.

The contractor shall support database changes and reconfigurations during payload testing at KSC PTCS.

ADD

4.7.6 "Payload Rack Checkout Units (PRCU) Support

The contractor shall provide payload end-to-end integration and test support by interfacing necessary POIC command and telemetry services to remote Payload Rack Checkout Units (PRCU). The contractor shall provide systems and operations support to all PRCU locations when scheduled.

Test activities shall not overlap between different locations' PRCU. Test services shall be available on an 8 hour per day by 5 days-per-week basis. This support will be provided during HOSC day shift."

8. Accordingly, Clause B.2 Estimated Cost , Award Fee and Performance Incentive Fee, and Attachment J-1 Performance Work Statement (PWS) pages J-1-17 and J-1-30 are hereby deleted in their entirety and the revised Clause B.2, and the revised PWS shown on replacement pages J-1-17 , J-1-30 are hereby are substituted in lieu thereof.

9. In order to implement the contract changes resulting from this modification, the page (s) listed below are added or deleted from the contract as shown. The revisions are denoted by a vertical line in the outer margin, adjacent to the affected text.

<u>Section</u>	<u>Pages Added</u>	<u>Pages Deleted</u>
B, Supplies or Services and Prices/Costs	B-1, B-2, B-2A	B-1, B-2, B-2A
Attachment J-1 Performance Work Statement	J-1-17, J-1-30	J-1-17, J-1-30

Contractor's Statement of Release

In consideration of the modification agreed to herein as complete equitable adjustment for the contractor's proposal for adjustment listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to said contract changes and/or contractor proposals, and for such additional obligations as may be required by this modification.

Contract Change Identification
Modification No. 57

Proposal Number
COLSA No. 06-06-138 dtd July 17,
2006 revised Aug. 25, 2006 and
Sept. 11, 2006

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 Supplies And/Or Services To Be Furnished

(a) In a manner consistent with the Marshall Space Flight Center (MSFC) values, the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary for performing the "Huntsville Operations Support Center (HOSC)" in accordance with the Performance Work Statement, Attachment J-1.

(b) This is a cost-reimbursement contract with both award fee and performance incentive fee criteria (CPAF/IF). The award fee (subjective evaluation) and performance incentive fee (objective evaluation) will be assessed in accordance with the Fee Evaluation Plan (FEP), Attachment J-7.

(c) A portion of this contract is under an Indefinite Delivery/Indefinite Quantity (IDIQ) arrangement, which will also be on a CPAF/IF basis. The purpose of this provision is to allow the Government to acquire indefinite services as addressed in the Performance Work Statement, Attachment J-1, Paragraphs 3.0 and 4.0. IDIQ requirements cannot be adequately defined for inclusion in the contract because the precise quantities that will be required during the contract period of performance cannot be predetermined. IDIQ will be ordered in accordance with Clause B.7- Task Ordering Procedure and Clause B.8- IDIQ Schedule of Rates. The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$50,000 per year. The maximum not-to-exceed (NTE) amount of IDIQ work per contract year is \$3,000,000 per contract year.

(End of Clause)

B.2 Estimated Cost, Award Fee And Performance Incentive Fee

(a) The estimated cost of this contract is \$ 67,309,144. The maximum award fee is \$ 2,659,390. The maximum performance incentive fee is \$ 1,431,982. The estimated cost plus maximum award fee and maximum performance incentive fee minus the unearned award fee and unearned performance incentive fee is \$ 71,256,216.

(b) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee for the base contract period is shown below:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Performance Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
1/1/04 - 12/31/06	\$67,309,144	\$2,659,390	(\$75,180)	\$1,431,982	(\$69,120)	\$71,256,216

(c) A breakout of estimated cost, maximum award fee, unearned award fee, maximum performance incentive fee, unearned performance incentive fee, and the total minus unearned fee is shown below for Option 1 and Option 2:

<u>Period Covered</u>	<u>Estimated Cost</u>	<u>Maximum Award Fee</u>	<u>Unearned Award Fee</u>	<u>Max. Perf. Incentive Fee</u>	<u>Unearned Perf. Incentive Fee</u>	<u>Total Minus Unearned Fees</u>
Option 1 (1/1/07 – 12/31/07)	\$21,209,034	\$830,999	TBD	\$447,461	TBD	\$22,487,494
Option 2 (1/1/08 – 12/31/08)	\$20,860,017	\$835,749	TBD	\$450,019	TBD	\$22,145,785

(d) The maximum award fee and maximum performance incentive fee for each of the contract periods specified above is hereby divided and allocated into individual six month evaluation periods during contract performance in order to calculate award and performance incentive fee earned.

<u>Evaluation Period</u>		<u>Maximum Award Fee</u>	<u>Maximum Incentive</u>
01/01/04-06/30/04	1	\$485,012	\$208,928
07/01/04-12/01/04	2	\$480,581	\$269,221
01/01/05-06/30/05	3	\$429,446	\$241,686
07/01/05-12/31/05	4	\$419,599	\$236,384
01/01/06-06/30/06	5	\$423,426	\$238,447
07/01/06-12/31/06	6	\$421,326	\$237,316
01/01/07-06/30/07	7	\$415,459	\$223,709
07/01/07-12/31/07	8	\$415,540	\$223,752
1/01/08-06/30/08	9	\$417,836	\$224,989
07/01/08-12/31/08	10	<u>\$417,913</u>	<u>\$225,030</u>
		\$4,326,138	\$2,329,346

(e) The amount of award fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Award Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 456,881	\$ 28,131
July 1 - December 31, 2004	\$ 454,149	\$ 26,432
January 1 - June 30, 2005	\$ 420,299	\$ 9,147
July 1 - December 31, 2005	\$ 414,480	\$ 5,119
January 1, 2006 - June 30, 2006	\$ 417,075	\$ 6,351
Total	\$2,162,884	(\$75,180)

(f) The amount of performance incentive fee which has been earned/unearned pursuant to this clause and the period to which said fee applies is set forth below:

<u>Incentive Fee Period</u>	<u>Amount Earned</u>	<u>Amount Unearned</u>
January 1 - June 30, 2004	\$ 208,928	\$-0-
July 1 - December 31, 2004	\$ 269,221	\$-0-
January 1 - June 30, 2005	\$ 199,391	\$ 42,295
July 1 - December 31, 2005	\$ 236,384	\$ -0-
January 1, 2006 - June 30, 2006	\$ 211,622	\$ 26,825
Total	\$ 1,125,546	(\$ 69,120)

(End of Clause)

B.3 Award Fee For Service Contracts (NFS 1852.216-76)(June 2000)

The KSC PTCS is in the process of migrating from a locally managed set of SGI and SUN servers and workstations running the EHS 8.X series software to a remote set of MSFC managed Linux Servers and KSC locally managed set of Windows based EPC clients.

The contractor shall perform System Engineering (PWS 3.1.1), Software Engineering (PWS 3.1.2), Hardware Engineering (PWS 3.1.3), and Network Engineering (PWS 3.1.4) in support of the KSC PTCS.

The contractor shall only provide configuration, management, and security (patches, security plans) for all HOSC PTCS systems and KSC PTCS Functional Distributed Processors (FDP).

The contractor shall provide POC databases (telemetry and command) compatible with MSFC EHS/PDSS software in support of KSC pre-support integration testing.

The contractor shall perform engineering services to the PTCS operations facility and systems listed in the following three phases;

Phase 1 Development Integration and Checkout

The contractor shall assist in the design, procurement, and installation of the FDP and network interfaces between the MSFC HOSC and KSC PTCS.

The contractor shall provide all updates (software, firmware, configurations) to the FDPs located at the KSC PTCS.

The contractor shall provide the design, procurement, installation of the EHS/PDSS systems located in the MSFC HOSC in support of the KSC PTCS.

Phase 2 Sustaining Engineering for EPIC

Deleted November 15, 2006 by Modification 57

Phase 3 EHS Build 8.x Series Software and Maintenance

Deleted June 30, 2005 by Modification 34

Phase 2 Sustaining EPIC Support

Deleted November 15, 2006 by Modification 57

Phase 3 EHS Build 8.x Series Software and Maintenance

Deleted June 30, 2005 by Modification 34

4.7.6 Payload Rack Checkout Units (PRCU) Support

The contractor shall provide payload end-to-end integration and test support by interfacing necessary POIC command and telemetry services to remote Payload Rack Checkout Units (PRCU). The contractor shall provide systems and operations support to all PRCU locations when scheduled.

Test activities shall not overlap between different locations' PRCU. Test services shall be available on an 8 hour per day by 5 days-per-week basis. This support will be provided during HOSC day shift.